REQUEST F		TION	This RFQ X is	is not a s	small business s	et-as	side			Page	1 <b>Of</b> 25
1. Request No.	NOT an Order) 2. Da	te Issued	3. Requisition/Purchas	se Reques	t No.	4. (	Cert For Nat De	ef. Under BDS	SA N.	Ratin	g
W52H09-05-T-0032		04NOV05	See Scl	-			Reg. 2 and/or D				DXA5
5A. Issued By TACOM-ROCK ISLAN	ND .		W52H09				6. Deliver by	(Date)	chedule		
AMSTA-LC-CAC-C ROCK ISLAND IL	61299-7630						7. Delivery				
							FOB Destination	on	X Ot	her	
5B. For Information		nd telephone	no.) (No collect calls)				-				
EMAIL: HOOKSM@R											
8. To: Name and Ad	dress, Includin	g Zip Code					9. Destination	n (Consignee	and addr	ess, in	cluding
							Zip Code)	Soo S	chedule		
								See Si	chedule		
10. Please Furnish of the Issuing Office in or Before Close of B (Date)	Block 5A On Susiness	please indi pay any co Supplies a	NT: This is a request for cate on this form and re- osts incurred in the prep- re of domestic origin unlo- quest for Quotation must	eturn it to paration o ess otherv	the address in of the submissi wise indicated b	Bloc on o by qu	ck 5B. This red of this quotation	quest does not n or to contr	t commit act for s	the Go upplie	overnment to s or services.
			1. Schedule (Include app	olicable F		nd lo					
Item Number (a)			s/Services (b)		Quantity (c)		Unit (d)	Unit Pr (e)	rice		Amount (f)
		(See S	chedule)								
12. Discount For Pro	ompt Payment		a. 10 Calendar Days %		0 Calendar Da	ys %	c. 30 Cale	endar Days %	d. Num		dar Days Percentage
NOTE: Additional	nrovisions and	renresenteti	ons are are not	attached.							
13. Name and Addre Zip Code)		_		14. Sign	nature of Person etation	n Au	thorized to Sig	n	15. Date	e of Qu	uotation
							16. Si	igner			
				a. Name	e (Type or Prin	t)				o. Tele	phone
				c. Title	(Type or Print)	)			Area Co		
AUTHODIZED FO	DIOCAL DED	DODUCTIO	NAT .				Stone	lard Form 18	(D 9.6	15)	

#### Reference No. of Document Being Continued

PIIN/SIIN W52H09-05-T-0032

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#### Name of Offeror or Contractor:

SUPPLEMENTAL	TATEODMATETON
SOPPLEMENTAL	

1. THIS SOLICITATION IS A FIRM-FIXED PRICED REQUIREMENT, 100 PERCENT SMALL BUSINESS SET ASIDE, FOR 260 EACH CAM, CONTROL, NSN: 3040-01-192-4057, P/N: 9338496

- 2. THERE ARE FOUR (4) 100% OPTIONS. PLEASE FILL IN THE PRICE IN SECTION B.
- 3. REQUEST YOUR QUOTATION BE VALID FOR 120 DAYS.
- 4. DATAFAX NUMBER FOR AMSTA-LC-CAC-C IS 309 782-0717.
- 5. REQUEST YOU CERTIFY TO ALL CLAUSES IN SECTION K.
- 6. PLEASE PROVIDE YOUR DUNS NUMBER:
- 7. PLEASE PROVIDE YOUR TAXPAYER NUMBER: \_\_
- 8. PLEASE PROVIDE YOUR CAGE OR FSCM NUMBER: \_
- 9. PLEASE PROVIDE YOUR E-MAIL ADDRESS: \_\_

\*\*\* END OF NARRATIVE A 001 \*\*\*

Title Date 52.246-4311 HIGHER-LEVEL CONTRACT OUALITY REQUIREMENT JUL/2004

1 TACOM-RI

This contract requires the offeror to be in compliance with the higher level quality requirement listed in Section E on date of award. Compliance is defined as meeting the intent of the higher level quality requirement. The contractor shall have documentation attesting to the compliance available to the Government upon request.

Note: It is not mandatory that a contractor be registered by the Registration Accreditation Board.

(End of Clause)

(AS6002)

NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

AUG/2004

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

#### Reference No. of Document Being Continued

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#### Name of Offeror or Contractor:

b. If you think that this solicitation:

1. has inappropriate requirements; or

2. needs streamlining; or

3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army, TACOM-Rock Island

1 Rock Island Arsenal

ATTN: AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223/3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

4 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION TACOM-RI

FEB/2003

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

5 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

6 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

#### Reference No. of Document Being Continued

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Name of Offeror or Contracto	tor	tract	Contr	or C	Offeror	of	Name
------------------------------	-----	-------	-------	------	---------	----	------

(b) A	۹n ه	offeror	proposing	to us	se ar	n SPI	process	under	this	solicitation	shall	identify	the	following	for	each	proposed	SPI	as
required b	оу 1	DFARS 25	52.211-7005	cont	taine	ed in	Section	I:											

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	 PRICE	\$

(End of clause)

(AS7008)

52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/ide/documents/mrm2.pdf).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED. Bids submitted by electronic fax to 309-782-2047 will be accepted as these bids are considered to be electronic commmunication.
  - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

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Name of Offeror or Contractor:

8 52.233-4503 TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL

9301 Chapek Rd 2-1SE3401 Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875

Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

# Reference No. of Document Being Continued PIIN/SIIN W52H09-05-T-0032 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 3040-01-192-4057 FSCM: 19200 PART NR: 9338496 SECURITY CLASS: Unclassified				
001AA	PRODUCTION QUANTITY	450	EA	\$	\$
	NOUN: CAM, CONTROL PRON: M142A326M1 PRON AMD: 01 AMS CD: 070011JEGB3				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W52H094267H739         W45G19         J         2           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         260         0150				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				
	DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           002         W52H094267H740         W25GlU         J         2           DEL REL CD         QUANTITY         DEL DATE           001         150         01-AUG-2005				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W25GlU) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
	DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           003         W52H094267H741         W62G2T         J         2           DEL REL CD         QUANTITY         DEL DATE				

#### Reference No. of Document Being Continued **PIIN/SIIN** W52H09-05-T-0032 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130				
0002	DATA_ITEM		EA	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
0003	CAM, CONTROL- OPTION 1	260	EA	\$	\$
	NOUN: OPTION ONE 100% SECURITY CLASS: Unclassified				
	Time Period  The Contracting Officer may exercise this Option at any time from the date of award until 365 days after the award.  The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%  SEE CLAUSE IF6080  (End of narrative B001)				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W45G19  DEL REL CD QUANTITY DAYS AFTER AWARD  001 260 0150				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				
0004	CAM, CONTROL- OPTION 2	260	EA	\$	\$
	NOUN: OPTION TWO 100% SECURITY CLASS: Unclassified				
	Time Period				
	The Contracting Officer may exercise this Option at any time from the date of award until 730 days after the award.				
	The Contracting Officer may excercise this Option at any quantity up to, but not exceeding, 100%.				
	SEE CLAUSE IF6080				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W45G19				

# Reference No. of Document Being Continued PIIN/SIIN W52H09-05-T-0032

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0005 Ci (1)	DEL REL CD QUANTITY DAYS AFTER AWARD 001 260 0150  FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000  CAM, CONTROL- OPTION 3  NOUN: OPTION THREE 100% SECURITY CLASS: Unclassified  Time Period  The Contracting Officer may exercise this Option at any time from the date of award until 1095 days after the award.  The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%.  SEE CLAUSE IF6080	260	EA	\$ \$
No. Si	NOUN: OPTION THREE 100% SECURITY CLASS: Unclassified  Time Period  The Contracting Officer may exercise this Option at any time from the date of award until 1095 days after the award.  The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%.	260	EA	\$ \$
SI S	Time Period  The Contracting Officer may exercise this Option at any time from the date of award until 1095 days after the award.  The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%.			
t t k	The Contracting Officer may exercise this Option at any time from the date of award until 1095 days after the award.  The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%.			
t t t t t t t t t t t t t t t t t t t	this Option at any time from the date of award until 1095 days after the award.  The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%.			
Pos	this Option at any quantity up to, but not to exceed, 100%.			
P: II	SEE CLAUSE IF6080			
II.	(End of narrative B001)			
II.				
11	Packaging and Marking			
De	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin			
D0 <u>R1</u>	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W45G19  DEL REL CD QUANTITY DAYS AFTER AWARD  001 260 0150			
F	FOB POINT: Destination			
SI	SHIP TO: PARCEL POST ADDRESS			

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CAM, CONTROL -OPTION 4	260	EA	\$	\$
	NOUN: OPTION FOUR 100% SECURITY CLASS: Unclassified				
	Time Period				
	The Contracting Officer may exercise this Option at any time from the date of award until 1460 days after the award.				
	The Contracting Officer may exercise this Option at any quantity up to, but not to exceed, 100%.				
	SEE CLAUSE IF6080				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 W45G19  DEL REL CD QUANTITY DAYS AFTER AWARD  001 260 0150				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W45G19) XR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V TPF  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

9 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 9338496 with revisions in effect as of 10/05/04 (except as follows):

SEE ATTACHMENT 001

(End of Clause)

(CS6100)

10 52.211-4505

AVAILABLE TECHNICAL DATA PACKAGE (TDP)

APR/2000

TACOM RI

The Technical Data Package(s) (TDP) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address:

http://aais.ria.army.mil/aais/Padds web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

11 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION

лл./2001

TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

12 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2004

#### Reference No. of Document Being Continued

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#### Name of Offeror or Contractor:

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
OUANTITY PER UNIT PACKAGE: 001

- 1 Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistributuion and shipment by any mode and meet or exceed the following requirements.
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion of deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- 2 Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
- 3 Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
- 4 Intermediate Package Intermediate packaging is required whenever one or more of the following conditions exists:
  - a. the quantity is over one (1) gross of the same national stock number,
  - b. use enhances handling and inventorying,
  - c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
  - d. the unit pack is less than 64 cubic inches,
  - e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

- 5. Packing:
- 5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
  5.2 Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- 6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- 7 Marking:
- 7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- 7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.
- 7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- 7.4. Military Shipping Label. The following website (Computer Automated Transportation Tool, CAAT) provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: http://www.assettrak.com/catt/msl\_irrd/mslirrdmain.htm. This program was developed by the Army and is free to those with government contracts. Two

contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that

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#### Name of Offeror or Contractor:

appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<a href="http://milpac.com">http://milpac.com</a>) and Easysoft Corporation (<a href="http://easysoftcorp.com">http://easysoftcorp.com</a>). Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

- 8. Hazardous Materials: In addition to the general instructions listed above;
- 8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- 8.2 Packaging and marking for hazardous material shall comply with the requirments for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

- 8.3 If the shipment originates from outside the continental United Sates, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- 8.4 A Product Material Safety DAta Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- 9 Heat Treatment and Marking of Wood Packaging Materials All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- 10 Quality Assurance The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- 11 SUPPLEMENTAL INSTRUCTIONS: SPECIAL PACKAGING INSTRUCTION P9338496 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.

End of Clause

(DS6421)

#### INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acg.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

13 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE

AUG/1996

14 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

FEB/1999

The Contractor shall comply with the higher-level quality standard below. The Contractor shall be fully compliant prior to award of this contract. If the contractor is not compliant, then the offer/quote may be considered unacceptable/nonresponsive.

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Name of Offeror or Contractor:

Title Number

Tailoring

Quality Management Systems Requirements

ISO 9001:2000 13 Dec 2000 Excluding paragraphs 7.3,7.4,7.5.1 and 7.5.2

(End of clause)

(EF6002)

#### DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Date

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-34	F.O.B. DESTINATION	NOV/1991
17	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
19	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
20	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

- (a) The Contract Administration Office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date, the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMA.
  - (b) The Contract Administration Office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SPECIAL	CONTRACT	REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

- 21 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III MAY/2002 DFARS
- 22 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
  TACOM-RI

  (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is HOOKSM@RIA.ARMY.MIL. The data fax number for submission is 309 782-0717, ATTN: MELISSA HOOKS.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to:  $$\mathrm{N/A}$$

(End of Clause)

(HS6510)

Serving Carrier: \_\_

23 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:	
For contracts involving F.O.B. Origin shipments furnish the following rail infor	mation:
Does Shipping Point have a private railroad siding? YES NO	
If YES, give name of rail carrier serving it:	
If NO, give name and address of nearest rail freight station and carrier serving	it:
Rail Freight Station Name and Address:	

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(End of Clause)

(HS7600)

#### CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

24	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
28	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
30	52.232-18	AVAILABILITY OF FUNDS	APR/1984
31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
32	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	52.245-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
35	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT	APR/1984 APR/1984
33	52.249-1	FORM)	APR/1904
36	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
37	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
38	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
39	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
40	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
41	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
42	DFARS 252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS - ALTERNATE I	APR/2003
43	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
44	252.225-7036 DFARS	BUY AMERICAN ACTFREE TRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM	JAN/2004
45	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
46	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
47	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
48	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
49	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
50	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	OCT/2004

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Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

(IF8001)

51 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY

MAR/1990

- a. This solicitation includes an evaluated option (See Section B), CLINS 0003, 0004, 0005, 0006.
- b. The Government reserves the right to increase the quantity of item(s) 0001AA by a quantity of up to and including but not exceeding 400 percent as an evaluated option. There are Four (4) 100% Options.
- c. If the Contractor does not quote a price in Section B, the lowest price offered/bid in the Schedule for item(s) 0001AA shall be the price used for evaluation/award of any option quantities.
- d. The Contracting Officer may exercise the evaluated option, as stated in Section B, under CLINS 0003, 0004, 0005, 0006 by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
  - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

52 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

53 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

54 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DEARS

(a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted

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previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	13-OCT-2004	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	CONTRACT C REQUIREMENTS	05-OCT-2004	002	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at https://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of			Number
<u>Addenda</u>	<u>Title</u>	<u>Date</u>	of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs
	(End of Clause)		

(JS7001)

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REPRESENTATIONS,	CERTIFICATIONS,	AND	OTHER	STATEMENTS	OF	OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

		http://www.arnet	.gov/far/ or	www.acq.osd.mil	/dp/dars	
If the pro	vision requires addit	tional or unique information,	then that inform	ation is provided	d immediately after the provision	n title.
(KA7001)						
55	52.204-6	DATA UNIVERSAL NUMBERING S	YSTEM (DUNS) NUME	SER	OCT/2003	
56 (a)(1	52.219-1 ) The North American	SMALL BUSINESS PROGRAM REP			APR/2002 tion is 333613.	
(2)	The small business s	ize standard is 500.				
		ize standard for a concern who furnish a product which it			ame, other than on a construction employees.	n or servi
(b)	Representations. (1)	) The offeror represents as	part of its offer	that itis	is not a small business co	oncern.
		<del>-</del>		_	ragraph (b)(1) of this provision usiness concern as defined in 13	
		e offeror represented itself its offer that itis,			ragraph (b)(1) of this provision .ness concern.	.) The
	(Complete only if the	<del>-</del>	as a small busine	ss concern in par	ragraph (b)(1) of this provision	.] The
	(i) it					
	is					
a veteran-	is not owned small business	concern.				
		e offeror represented itself sents as part of its offer th		d small business	concern in paragraph (b)(4) of t	this
provision.	is	sents as part of its offer th	at it			
	is not					
a service-	disabled veteran-owne	ed small business concern.				
	Complete only if offer, as part of its offer		all business conc	ern in paragraph	(b)(1) of this provision). The	offeror
	i) it					
	is is not					
a HUBZone		rn listed, on the date of thi	s representation,	on the List of (	Qualified HUBZone Small Business	Concerns
					erol, principal place, or HUBZone dance with 13 CFR part 126; and	e employee
(	ii) it					
	is is not					
	19 1100					

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint

venture:\_\_\_\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check

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the category in which its ownership falls]:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Mac Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision -
"Service-disabled veteran-owned small business concern" -

- (1) Means a small business concern -
- (i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and

# CONTINUATION SHEET Reference No. of Document Being Continued Page 22 of 25 PIIN/SIIN W52H09-05-T-0032 MOD/AMD Name of Offeror or Contractor: (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Name of Offeror or Contractor:	,		
(iii) Be ineligible for pa	rticipation in programs conducted und	er the authority of the Act.	
	(End of provision)		
(KF6014)			
	ECONOMIC PURCHASE QUANTITY - SUPPLIE e an opinion on whether the quantity(conomically advantageous to the Govern	ies) of supplies on which bi	AUG/1987 ds, proposals or quotes are requested
economic purchase quantity. If d	res that acquisitions in different qua- lifferent quantities are recommended, at quantity at which a significant pr information is desired as well.	a total and a unit price mus	t be quoted for applicable items. An
	OFFEROR RECOMMENDATIONS		
		PRICE	
ITEM	QUANTITY	QUOTATION	TOTAL
assist the Government in develor amend or cancel the solicitation	eted in this provision is being solicitioning a data base for future acquisition and resolicit with respect to any incrent quantities should be acquired.	ns of these items. However,	
	(End of Provision)		
(KF7003)			
58 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE RE	PORTS	FEB/1999
The offeror represents that -			
(a) It ( ) has, ( ) has not p solicitation;	varticipated in a previous contract or	subcontract subject to the	Equal Opportunity clause of this
(b) It ( ) has, ( ) has not,	filed all required compliance reports	; and	
(c) Representations indicating awards.	submission of required compliance rep	orts, signed by subcontracto	rs, will be obtained before subcontract
	(End of Provision)		
(KF7057)			
59 52.222-25	AFFIRMATIVE ACTION COMPLIANCE		APR/1984

The offeror represents that (a) it ( ) has developed and has on file,

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#### Name of Offeror or Contractor:

) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

(LA7001)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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> http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

60 52.233-2 SERVICE OF PROTEST AUG/1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Major Michelle Sanner, AMSTA-LC-CAC-C. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
  - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of  $\mbox{''}(\mbox{DEVIATION})\mbox{''}$  after the name of the regulation.

(End of Provision)

(LF7015)

52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001 62

1. Quotes/bids/proposals to the Government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

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Name of Offeror or Contractor:

2. Quoters/Bidders/Offerors are required to submit their quotes/bids/proposals for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/ separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code (309) 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

- 3. Prior to submission of your quote, bid, or proposal, read the latest electronic bid/proposal instructions at web page, "https://aaisbids.ria.army.mil", and click on the icon for additional information.
  - 4. Assuming that your quote/bid/proposal was electronically transmitted successfully, you will receive the following message:
- "A directory for your Cage Code, XXXX, was created under Solicitation W52H09XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE, "https://aais.ria.army.mil/aais/Padds web/index.html".
- 5. If you receive an error message of any type, your quote/bid/proposal was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by datafaxing your quote/bid/proposal to Area Code (309)782-2047.
- 6. Quotes/bids/proposals must arrive in their entirety by the time specified in the solicitation. Quoters/Bidders/Offerors bear the responsibility of timely transmission of their quotes/bids/proposals to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

63 52.215-4511 ELECTRONIC AWARD NOTICE

FEB/2002

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps)or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in regulations.

Vendor's Electronic	Mail	Address:_	
			(End of Provision)

(LS7013)

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#### Name of Offeror or Contractor:

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

64 52.217-5 EVALUATION OF OPTIONS

JUL/1990

- a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
  - c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

65 52.215-4507 EVALUATION OF OFFERS TACOM-RI

MAR/1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)